

**Exhibit 3-A**

**Valuation Services SOW**



## **Purdue Pharma L.P. Statement of Work for Advisory Services**

This Statement of Work ("Statement of Work") dated August 25, 2021 becomes a part of and is subject to the terms and conditions of the Engagement Letter and related Attachment A – Standard Grant Thornton LLP Engagement Terms dated June 1, 2018 (collectively, the "Agreement") between Purdue Pharma L.P. and its affiliated entities and subsidiaries (together, the "Client", the "Company" or "you") and Grant Thornton LLP ("Grant Thornton," "Firm," or "we"). Any capitalized terms that are not defined in this Statement of Work shall have the meanings set forth in the Engagement Letter and Attachment A – Standard Grant Thornton LLP Engagement Terms. The purpose of this Statement of Work is to describe the Scope of Services ("Services") the Company is requesting Grant Thornton to perform, and to set forth the agreed fee, timing, and other matters related to the Services.

### **Project Objectives and Scope**

Our Services will consist of valuation advisory services for financial reporting and tax valuation purposes with respect to the bankruptcy reorganization of the Company and the newly formed entity ("NewCo") anticipated to be created upon emergence. The Services section below will indicate the specific areas that you have requested us to address during this engagement.

Our Services under this Statement of Work are intended solely for the benefit of the Company in connection with the voluntary filings of Purdue Pharma L.P. and its affiliated entities and subsidiaries pending in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") under chapter 11 title 11 of the United States Bankruptcy Code (the "Code"); *In re: Purdue Pharma L.P., et al.* case no. 19-23649 (RDD) (the "Case"). Our analysis and report are invalid if used for any other purpose other than stated herein.

### **The Services**

The Services we will provide under this Statement of Work include assisting Company management with the estimation of the fair values of certain tangible and intangible assets as well as certain liabilities of NewCo for financial reporting purposes related to fresh start accounting, pursuant to Accounting Standards Codification ("ASC") 852, Reorganizations ("ASC 852"). The Services will also include estimations of the fair market value of certain legal entities for tax valuation purposes. The Services will include:

- (i) Estimation of the fair values of certain tangible and intangible assets as well as certain liabilities of NewCo, including inventory, real and personal property, and intangible assets;
- (ii) Analysis of the components of goodwill (e.g., assembled workforce, etc.);
- (iii) Assisting Company management in the identification of the legal entities requiring discrete opinions of value for tax purposes;
- (iv) Estimation of the fair market value of the identified legal entities;
- (v) Reconciliation of the enterprise value of NewCo and the identified legal entities; and
- (vi) Preparation of separate narrative reports and exhibits for financial reporting and tax valuation purposes.



Grant Thornton and the Company recognize that certain services listed above may not be performed or that certain other services may be performed depending on facts and circumstances that may emerge during the course of this engagement. In the event that Grant Thornton determines, in its sole discretion, that additional Services requested are beyond the scope of this original engagement, the Company agrees to file a motion seeking to approve the expansion of Grant Thornton's retention to include these additional Services.

### Grant Thornton's Responsibilities

We will perform the Services in accordance with the American Institute of Certified Public Accountants (AICPA) *Statement on Standards for Consulting Services* and the Statements on Standards for Tax Services, and other applicable professional standards, and applicable federal and state laws and regulations. Our Services do not constitute an audit or review of the financial statements or any part thereof, the objective of the expression of an opinion or limited assurance on the financial statements, or a part thereof, or verification of the accuracy of the Company's management responses to our inquiries.

The Services to be provided by Grant Thornton will not constitute (a) a fairness or solvency opinion or (b) a compilation, examination, review or audit of any entity's information, financial or otherwise, historical or prospective, as described in the pronouncements on professional standards issued by the American Institute of Certified Public Accountants and the Public Company Accounting Oversight Board. In addition, we will not make any predictions or provide any opinions or other assurances concerning the outcomes of future events, including, without limitation, those that pertain to the operating results of any entity, the achievability of any business plan, the success of any investment, the recovery of any asset, or the ability to pay any debt. Additionally, we do not provide any legal advice.

The Company recognizes and acknowledges that by performing the Services set forth in this Statement of Work, Grant Thornton is not acting in any management capacity and that the Company has not asked Grant Thornton to make, nor has Grant Thornton agreed to make, any business decisions on behalf of the Company. All decisions about the business of the Company remain the sole responsibility of the Company. By the Company signing this Statement of Work, the Company expressly acknowledges that Grant Thornton does not guarantee, warrant, or otherwise provide any assurances of any particular outcome of the Case or this engagement, including but not limited to any assurance that the Company will restructure successfully.

Grant Thornton shall be entitled to rely on the accuracy, completeness and reliability of all information provided by, and on all decisions and approvals of, the Company and its retained advisors, consultants or legal counsel. Our Services should not be relied upon to disclose errors, irregularities, or illegal acts, including fraud or defalcations.

Further, because of the importance of the information that is provided to Grant Thornton with respect to our ability to perform the Services, you hereby release the Grant Thornton Firm from any liability, damages, fees, expenses and costs (including defense costs) relating to the Services, that arise from or relate to any information (including representations by management) provided by you, or any third party, that is not complete, accurate or current.

US federal and state tax laws are everchanging and complex. Grant Thornton is only engaged to provide Services expressly set forth in this Statement of Work in accordance with applicable professional standards. Such obligation expressly does not include any obligation or responsibility to identify, suggest, model or advise on tax minimization or deferral opportunities, including but not limited to any such matters that may arise from the recently enacted CARES



Act or other legislation or regulatory guidance. As your tax advisor, we welcome the opportunity to discuss your tax and business objectives and how we may serve you.

The parties are entering into this SOW at a time when a state of national emergency has been declared and the nation is responding to the Coronavirus (COVID-19) pandemic. The parties agree that each will use all reasonable efforts to complete the engagement as specified herein, so long as each can reasonably do so while also protecting the health, welfare and safety of its professionals and the public, and abiding by emergency or regular executive orders, or changes in law mandated to address the pandemic. Neither party shall be liable for any delay or failure in performance (excluding payment for fees and expenses incurred) due to circumstances resulting from the pandemic which are beyond its reasonable control.

### **Company Responsibilities**

The Company's management acknowledges that it will undertake the following responsibilities (the "Company Responsibilities"):

- Make all management decisions and perform all management functions, including maintaining all internal books and records and authorizing, executing or consummating all transactions and preparing related source documents.
- Designate individual, preferably within senior management, who possess the suitable skills, knowledge and/or experience as project leaders or other key positions to oversee the project.
- Evaluate the adequacy and results of the Services and accept responsibility for such results.
- Establish and maintain care and control of its premises and effective internal controls, including monitoring activities, retaining custody of the Company's assets and controlling its premises.
- Provide, on a timely basis, such information, decisions, approvals and assistance that are necessary to Grant Thornton's work or that Grant Thornton reasonably requests (including third-party permissions and licenses related to software or data). Grant Thornton's personnel assigned to any work hereunder shall not be assumed or deemed to have knowledge of information provided to others, whether external to or within Grant Thornton.
- Provide suitable workspace, including furniture, computers, and access to electronic and written information necessary to perform the Services.
- Ensure to the best of its ability that all information provided to Grant Thornton is complete, accurate and current in all material respects, contains no material omissions and updated promptly and continuously.
- Assume responsibility for any delays, additional costs, or other liabilities caused by or associated with any deficiencies in discharging the Company Responsibilities. Moreover, the Company will satisfy its obligations and responsibilities under the law.



### **Independence**

Use of values reflected in the report to determine, directly or indirectly any amount recorded in the books and records and financial statements, including footnotes, of the entity whose ownership interest is being valued may preclude us from being able to audit the Client's financial statements or perform any other services where we are required to be independent of the Client. Such impairment will apply for either the financial reporting period(s) in which the Services are performed or the financial reporting period(s) for which the Services are applicable until the results of such Services are audited and reported on by the auditor of record.

Based on a written description of the proposed Services, including the proposed fee structure and a discussion of Grant Thornton's conclusions on the potential effects of the proposed Services on independence, Grant Thornton has reviewed the proposed tax only valuation services, the related fee structure, and the skills, knowledge, and experience of Client personnel assigned to take responsibility for the Services and the implementation decisions of any recommendations. We have concluded, to the best of our knowledge and belief, that the scope of Services included in this Statement of Work are consistent with the applicable (SEC or AICPA) independence rules.

### **Limited Distribution of Our Report**

Our findings will be communicated to you in a written report. The report will be supplemented with oral commentary, which will be an integral part of the presentation. The presentation of our findings to you will constitute satisfactory completion of our work. Our report cannot be distributed to third parties without our prior written approval.

If you wish to make reference to Grant Thornton or to disclose or disseminate in any manner any portion of the report to a third party, including, if applicable, outside auditors, you agree to first (i) provide Grant Thornton with a draft of the proposed disclosure, (ii) obtain Grant Thornton's advance written approval, which shall not be unreasonably withheld, and (iii) obtain from the third party and provide to Grant Thornton a non-disclosure agreement and/or release in a form satisfactory to Grant Thornton in its sole discretion.

### **Conflict of Interest Disclosure**

From time to time, we may encounter certain instances that in our view give rise to a potential conflict of interest between the Services we are going to perform and services that we may already be performing for an existing client. In such cases, we shall notify you of such a conflict and seek appropriate advance written consent from all parties prior to providing Services.

### **Grant Thornton Engagement Team**

Grant Thornton will assign the individuals listed below to the engagement. While we will attempt to fulfill requests for specific individuals, we may need to add or re-assign personnel. We will inform you of such changes within a reasonable amount of time.

Sylvia Cho will maintain overall responsibility for the engagement. Allen Arnett will provide field support services and coordinate daily management of the engagement. Other professionals who may be identified during the course of the engagement may also provide additional services.



### Engagement of Third-Party Service Providers

Grant Thornton intends to use the technology and resources of the following (additional) entities to assist us as follows:

- GT US Shared Services Center India Private Limited ("GTSSC") and/or the Grant Thornton Knowledge and Capability Center India Private Limited ("KCC"), affiliates of Grant Thornton located in Bengaluru (Bangalore), India – may assist us in providing our professional services.

Grant Thornton's contract with such affiliates requires that they maintain the confidentiality of any information provided to them in connection with providing services.

Professional and regulatory standards require us to obtain your written consent prior to providing your information to such affiliates. Your authorization includes only prior year(s) and current year information in the possession of Grant Thornton that is necessary for the purpose of providing the Services covered by this Statement of Work. To acknowledge your consent to the disclosure of your information as set forth above, please sign this Statement of Work.

If you do not advise us that you wish to limit the duration of your consent, your consent is valid for one year from the date of signature or the time period necessary to complete the Services under this SOW, whichever is greater. If you wish, you may limit the amount, type, or scope of tax return information disclosed by letting us know in writing.

Additionally, Grant Thornton may use third-parties to provide administrative and operational support to Grant Thornton business operations. All of these third party service providers are subject to confidentiality obligations to protect the confidentiality of client data. Such entities may be located within or outside the United States.

### Fees and Expenses

Fees are based on actual hours incurred and the following hourly billing rates for the resources utilized. The hourly rates charged by Grant Thornton for the Services provided by its personnel differ based upon, among other things, each professional's level of experience, and types of Services being provided. In the ordinary course of business, Grant Thornton periodically revises its hourly rates to reflect promotions and other changes in personnel responsibilities, increases in experience, and increases in the cost of doing business.

In exchange for the Services summarized previously, Grant Thornton will be entitled to compensation at its discounted hourly rates for professional services. The professional fees shall be calculated by multiplying the actual hours expended providing the agreed-upon Services by the discounted hourly billing rates for the specific personnel involved. At present, Grant Thornton's applicable hourly rates by classification are as follows:

Professional	Discounted Hourly Rates
Partner / Principal / Managing Director	\$720
Director / Senior Manager	\$590
Manager	\$500
Senior Associate	\$400
Associate	\$270



We will provide regular communication (written or verbal) on the status of our fees during the life of the engagement. In addition, Grant Thornton will be entitled to reimbursement of reasonable expenses incurred in connection with this engagement, including but not limited to travel, report production, delivery services, photocopying and other costs incurred in providing the Services. In addition, our billings may include expenses related to this engagement including, but not limited to, the legal expenses for counsel, time, and expenses associated with administering the engagement and bankruptcy court appearances, as required, photocopying, facsimile transfers, hotel, meals, mileage and other travel plus costs associated with administrative expenses.

Grant Thornton will also request compensation for any time and expenses (including, without limitation, reasonable legal fees and expenses of Grant Thornton's own counsel) that may be incurred in considering or responding to discovery requests or other requests for documents or information, or in participating as a witness or otherwise in any legal, regulatory, or other proceedings arising from or relating to Grant Thornton's performance of these Services.

From time to time, Grant Thornton may receive certain incentives in the form of bonuses and rewards from its corporate card and other vendors. Such incentives to the extent received will be retained by Grant Thornton to cover firm expenses. The Company is solely responsible for any applicable taxes for the Services. To the extent Grant Thornton is required to collect such taxes under applicable law, Grant Thornton shall collect such taxes from the Company and remit such taxes to the proper jurisdictions.

Upon execution of this Statement of Work, the Company understands and agrees that Grant Thornton will invoice you monthly as time is incurred by submitting an itemized and detailed billing statement. The Company understands and acknowledges that Grant Thornton will apply for compensation for professional services to be rendered in connection with this Chapter 11 case and for reimbursement of expenses incurred, in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules of the United States Bankruptcy Court for the Southern District of New York, the applicable United States Trustee Guidelines, and any applicable orders or procedures of this Court (the "Payment Rules, Guidelines and Orders"). Payment of fees and reimbursement of expenses will be subject to ultimate allowance and approval by the Bankruptcy Court, and any additional orders governing interim payment of professionals in the Case.

Grant Thornton does not have any agreement to share its revenues from the Services for which it is seeking to be retained hereunder with any other non-affiliated entity. Grant Thornton has not been paid any retainer against which to bill fees and expenses incurred in this case.

#### **Additional Services Available – Change Order**

It is understood that during the performance of the procedures, additional items may arise that you determine require additional investigation. While such additional investigation is not contemplated by this Statement of Work, we will be pleased to perform any additional procedures you deem necessary and request in writing. Prior to performing any additional procedures, we will discuss the scope of the procedures with you and the related fees in a change order or in a writing describing the additional work. Any additional procedures performed are subject to all the terms and conditions of this Agreement and approval by the Bankruptcy Court.

#### **Bankruptcy Court Approval**

You and Grant Thornton agree that this Agreement shall be valid and effective upon the entry of an appropriate order in your bankruptcy case before the United States Bankruptcy Court for the Southern District of New York, authorizing



and approving Grant Thornton's engagement. You and Grant Thornton agree to cooperate in the filing of a motion seeking such authorization and approval and that such motion shall be filed within twenty (20) days of the mutual execution of this Agreement. The motion and all accompanying documents filed with the Bankruptcy Court shall be in a form reasonably satisfactory to both you and Grant Thornton.

### **Timing**

We are prepared to start this assignment as soon as possible upon your direction and after receiving your approval of the terms in this Statement of Work and Bankruptcy Court approval. Based on the scope of this assignment as outlined above, we plan to complete the Services and present our findings within twelve to fourteen weeks of commencing our fieldwork and receipt of the requested data. We will provide the Company with a request for information required to complete the Services. Our ability to meet this schedule is contingent on the full cooperation of the Company's management to provide access to information and key personnel on a timely basis.

### **Entire Agreement**

This Statement of Work represents the parties' entire understanding with respect to the Services in this document. Except as expressly provided above, this Statement of Work does not modify or amend the Agreement. In the event of a conflict between this Statement of Work, Attachment A – Standard Grant Thornton LLP Engagement Terms, and any other exhibit or attachment included in the Agreement, the terms of the Attachment A shall govern.

### **Agreed and Accepted**

The undersigned hereby agree to the terms and conditions as set forth above.

Very truly yours,

**GRANT THORNTON LLP**

Sylvia Cho  
Advisory Principal

cc: Raymond Werth

### **Agreed and Accepted by:**

**PURDUE PHARMA L.P.**

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Jon Lowne  
Executive Vice President, Chief Financial Officer

Date: August 25, 2021